

Essex

AGREEMENT

between  
Essex County Judges of the Superior Court  
JUDGES OF THE SUPERIOR COURT OF ESSEX COUNTY

and the

ESSEX COUNTY PROBATION OFFICERS' ASSOCIATION

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X JANUARY 1, 1981 - DECEMBER 31, 1982

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# ESSEX COUNTY 1981-82 PROBATION OFFICERS' COLLECTIVE AGREEMENT

## Article I - Agreement

This agreement is entered into this                      day of                      , 1981 between the Assignment Judge of the Superior Court of Essex County, New Jersey (hereinafter referred to as the "Judge") and the Essex County Probation Officers' Association (hereinafter referred to as the "Association").

## Article II - Recognition

The Judge hereby recognizes the Association as the sole and exclusive representative of Principal Probation Officers I, Principal Probation Officers II, Senior Probation Officers and Probation Officers of the Essex County Probation Department (hereinafter referred to collectively as "probation officers") to negotiate matters relating to salaries and terms and conditions of employment pursuant to the provisions of N.J.S.A. 2A:168-1 et seq..

## Article III - Salaries

### Section 1

Effective January 1, 1981 and retroactive to that date, probation officer salary ranges and increments shall be established as follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>	<u>Principal Probation Officer II</u>	<u>Principal Probation Officer I</u>
Minimum	\$ 12,600	\$ 13,700	\$ 15,300	\$ 16,900
Maximum	20,868	22,908	25,466	28,190
Increment	964	1,065	1,152	1,264

### Section 2

Effective January 1, 1981 and retroactive to that date, each probation officer already receiving the maximum salary in the appropriate range in existence on December 31, 1980 shall receive a salary adjustment equal to a 7.5% increase of the officer's base pay. Effective January 1, 1981 and retroactive to that date, each probation officer not at maximum salary in the appropriate range as of December 31, 1980 shall receive a salary adjustment equal to a 7.5% increase of the maximum salary of the appropriate range in existence on December 31, 1980. Additionally, any officer not at maximum salary on December 31, 1980 shall receive the amount of any full or partial increment to which the officer may have been entitled under prior labor agreements. The award of the increment applies to any officer who previously held a provisional or permanent appointment and left the position or department and returned thereto under a renegotiated labor agreement. Such increases and increment payments,

if due, shall be made in accordance with past practices of the parties.

Section 3

Any person newly appointed (i.e., not having previously held a provisional or permanent appointment) to the entrance level Probation Officer position on or after January 1, 1981, shall not be entitled to an annual increment. They shall receive only the amount of the negotiated base salary increase.

Section 4

Effective January 1, 1982, probation officer salary ranges and increments shall be established as follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>	<u>Principal Probation Officer II</u>	<u>Principal Probation Officer I</u>
Minimum	\$13,600	\$ 14,600	\$ 16,200	\$ 17,800
Maximum	22,433	24,626	27,376	30,304
Increment	964	1,065	1,152	1,264

Section 5

Effective January 1, 1982, each probation officer receiving the maximum salary in the appropriate range as of December 31, 1981 shall receive a salary adjustment equal to a 7.5% increase of the officer's base pay. Effective January 1, 1982, each probation officer not at maximum salary who was employed in the department prior to December 31, 1980 shall receive a salary adjustment equal to a 7.5% increase of the maximum salary of the appropriate range in existence on December 31, 1981 and shall further receive the amount of any full or partial increment to which the officer may have been entitled under prior labor agreements. Such increases and increment payments, if due, shall be made in accordance with past practices of the parties.

Section 6

No probation officer shall receive a salary increase under this article which would raise his/her salary above the maximum range that is fixed for the position occupied during each year of the agreement. In the event such a development were to occur, the officer so affected shall receive only the maximum salary of the appropriate range.

#### Article IV - Meal Allowance

Any probation officer who is required to remain on duty beyond 4:00 p.m. and through 6:00 p.m. shall receive a meal allowance of \$5.75 for each such duty assignment subject to approval by the appropriate administrator or the Court. Effective January 1, 1982, this allowance shall be raised to \$6.00.

#### Article V - Automobile Allowance

Effective with the signing of this agreement, each probation officer who uses his/her automobile for Probation Department business within the county shall be reimbursed at a rate of 23 cents per mile, not to exceed \$125 monthly. Effective January 1, 1982, the mileage rate shall be increased to 24 cents.

#### Article VI - Cash Education Award (Annual Educational Increment)

##### Section 1

Effective January 1, 1981 and retroactive to that date, each probation officer who is now or who hereafter becomes the holder of an approved Master's degree, as defined in Section 2, shall receive a cash educational award (annual educational increment) of \$1100 in addition to all other increments to which he/she may be entitled hereunder and the maximum salary to which he/she may become entitled shall also be increased by that amount. Effective January 1, 1982, the cash educational award (annual educational increment) shall be increased to \$1200.

##### Section 2

An approved "Degree" is defined as one from an institution within the continental limits of the United States whose name has appeared as an accredited institution of higher education in Accredited Institutions of Higher Education published by the American Council on Education for the Federation of Regional Accrediting Commissions of Higher Education in the issue thereof appearing immediately prior to the employee enrolling in such institution and  
1 be limited to a degree given for a major concentration in the following areas:

1. Social Work
2. Correction
3. Criminology
4. Sociology
5. Psychology
6. Counselling
7. Guidance

8. Behavioral Science
9. Public Administration
10. Criminal Justice
11. Law - The cash educational award (annual educational increment) shall be granted to the holder of a Law Degree only upon the completion of two (2) years' service in the Probation Department following receipt of the Law Degree.
12. Any other degree where the major concentration of courses is related to the probation practice.

### Section 3

Effective January 1, 1981 and thereafter, any newly appointed probation officer with an approved Master's Degree shall receive a cash educational award (annual educational increment) upon reaching their first anniversary date.

### Section 4

In the event of a dispute as to whether a "Degree" is "approved" within the meaning hereof, the same shall be resolved by a committee of three Judges of the Superior Court, designated by the Assignment Judge. The committee's determination shall be final, notwithstanding any other provision of this Agreement.

### Section 5

A probation officer may obtain credit for a "Degree" in the foregoing areas from an institution of higher education outside the continental limits of the United States by obtaining approval thereof from a committee of three judges constituted as aforesaid. The committee's determination shall be final, notwithstanding any other provision of this Agreement.

## Article VII - Longevity

### Section 1

The longevity plan shall be eliminated for all probation officers hired on or after January 1, 1978.

### Section 2

Longevity payments shall be frozen at the increment rate for the title in effect on December 31, 1977.

### Section 3

During the five year period commencing January 1, 1978, all prior inequities in longevity payments to employees shall be eliminated so that all employees shall have received equal longevity

payments at the 1977 increment rate.

## Article VIII - Vacation Benefits

### Section 1

Except as provided in Section 2 hereof, the vacation policy heretofore in effect shall continue, and the following annual vacation leave shall be granted:

<u>Years of Service</u>	<u>Annual Vacation Leave</u>
0 through 1 year	1 working day for each month of service
1 year through 12 years	15 working days
13 years through 19 years	20 working days
20 years or more	25 working days

### Section 2

Vacation of one week may be carried over to April 1 of the year after they are earned and then must be used or be forfeited. In extreme or unusual cases, the April 1 deadline may be extended at the sole discretion of the Chief Probation Officer with the approval of the Assignment Judge.

## Article IX - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Essex County employees generally. If, during the term of this agreement, the county grants to its employees generally any additional health and welfare benefits or provides any expanded coverage, such benefits shall simultaneously be awarded to probation officers.

## Article X - Transportation of Probationers

No probation officer shall be required to transport probationers or other defendants in his or her privately owned automobiles.

## Article XI - Management Rights

The Judges hereby retain and reserve unto themselves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights:

- (a) To the executive management and administrative control of the probation department and its facilities, and the activities of its employees;
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- (c) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Judges, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Nothing contained herein shall be construed to deny or restrict the Judges of their rights, responsibilities, and authority under national, state, county or local laws or ordinances or the Rules of Court.

#### Article XII - Grievance Procedure

As authorized by N.J.S. 34:13A-5.3, the parties agree that a complaint or grievance of any probation officer relating to the interpretation, application or alleged violation of any provision of this contract, if not otherwise provided for in law or in applicable rules and regulations having the force and effect of law, shall be settled in the following manner:

Step 1 - The grievance shall first be taken to the employee's immediate supervisor, i.e., the Principal Probation Officer, who shall make an effort to resolve the problem within a reasonable period of time, within 3 working days if possible. At this level, a complaint or grievance need not be in writing.

Step 2 - If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved officer and submitted to the appropriate Assistant Chief Probation Officer, who shall acknowledge its receipt within 3 working days and shall render a decision within 5 working days.



Step 3 - If not resolved by the Assistant Chief Probation Officer, the written grievance shall be referred to the Chief Probation Officer, who shall render a decision within 10 days.

Step 4 - If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer, he/she may request that the grievance be heard by an impartial mediator, who may be chosen in accordance with the provisions of the New Jersey State Board of Mediation's "Special Procedures." With the agreement of both parties, this step may be bypassed and the grievance be submitted directly to Step 5.

It is understood that, if there is a cost associated with the service, the cost of said mediation service should be split between the parties.

Step 5 - In the event Step 4 is bypassed, or if either party is not satisfied with the recommendations of the Board of Mediation, he/she may choose to utilize one of the following two options:

- (a) The officer may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency.
- (b) He may appeal to the Assignment Judge, in which case the decision of the Judge shall be final and shall be rendered within 20 days of the date of receipt of the grievance.

All grievances and complaints that are related to judicial policy and/or the authority of the Superior Court Judges, Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4 and any other applicable Statute or Court Rule shall be limited to Step 5(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his own choosing or by a bona fide member of the Association designated to represent him pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized by any dispute covered by the terms of such agreement. (N.J.S.A. 34:13A-5.3)

### Article XIII - Benefits Inclusion

Except as otherwise provided herein, all rights, privileges and benefits which have heretofore been provided to the probation officers by law or in accordance with judicial rules or policies and which are presently being so provided to them shall be maintained and continued by the Judge during the term of this agreement.

However, all rights, privileges and benefits involving terms and conditions of employment which have heretofore been provided to the probation officers by the judiciary, in accordance with Essex County rules and policies, shall be maintained and continued without alteration or modification during the term of this Agreement.

### Article XIV - Liability Provisions

#### A. POLICY

Whenever an action is instituted against any employee for any act or omission arising out of and in the course of, and within the scope of, the good faith performance of the duties of his/her office, position or employment, the County shall defray the cost of defending such action as set forth below.

The County's obligation hereunder shall be limited to those cases in which:

1. in criminal actions, the proceeding is dismissed or results in a final disposition in favor of the employee; and
2. the employee was acting in the discharge of duty imposed or authorized by law; and
3. the employee is a named defendant in a matter pending before a court of competent jurisdiction.

#### B. PROCEDURE - CRIMINAL ACTION

1. Should any criminal action be instituted against employees entitled to defense in civil actions according to the foregoing paragraph for any such act or omission arising out of his/her employment as a probation officer and should such proceeding be dismissed or result in a final disposition in favor of such person, the County shall reimburse him/her for the cost, not covered by policy of insurance, of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

2. If at the conclusion of the criminal proceeding a

dispute arises between the County Counsel and the employee's attorney concerning the reasonableness of his fees, this issue shall be submitted to the Assignment Judge for a final and binding decision. Prior to such decision, both County Counsel and the employee's attorney shall have an opportunity to present to the Assignment Judge their respective positions as to the reasonableness of the fees.

3. In order to qualify for this reimbursement program, the attorney selected by the employee must sign an agreement in which he agrees to keep accurate and complete records of the hours which he spends on the case (to include the date and nature of service performed with regard to all times) from the outset of the case. Such documentation must be submitted by the Attorney on a monthly basis prior to the payment of any monies by the County to the attorney for services rendered during that month. At the conclusion of the case, the attorney must submit an Affidavit of Services rendered which sets forth a total detailed time information record.

#### C. PROCEDURE - CIVIL ACTIONS

1. Any employee who is served with a summons and complaint shall, within 10 calendar days of the time he/she is served with the summons and complaint, deliver the summons and complaint along with any accident or incident reports relevant to the action, to the County Counsel.

2. The County Counsel will review all documents submitted to determine if the employee is entitled to have representation provided to him/her. If, in accordance with Subsection A., the employee is entitled to representation, such representation shall be provided by the County Counsel, an attorney selected by any insurance carrier insuring the County, or by private counsel to be retained by the County. In no event will private counsel retained by the employee be compensated for his/her services by the County of Essex.

3. The County shall provide representation to the employee at all stages of the litigation and shall save harmless and protect the employee from any financial loss or any judgment entered against the employee resulting from any action in which the County provided such representation. In instances where the County provided representation, the entering of a civil judgment against an employee does not constitute bad faith conduct by the employee.

## Article XV - Savings Clause

Should any article, section or provision of the Agreement be found illegal, unenforceable, null, void or in violation of any law or any rule or any decision having the force and effect of law, all other articles, sections and provisions of this Agreement shall remain, nevertheless, in full force and effect.

## Article XVI - Conclusiveness of Agreement

This agreement constitutes the final and complete understanding between the parties on all bargainable issues, subject to the right of the parties to reopen discussion on any such issue, but only by mutual consent and upon the happening of some unforeseen event.

## Article XVII - Duration of Agreement

Section 1

The provisions of this Agreement shall be retroactive to January 1, 1981 and shall remain in full force and effect until December 31, 1982. Six months prior to December 31, 1982, the termination date of current contract, each party shall submit to the other, in writing, its proposed changes for a successor agreement. If agreement on these proposed changes is not reached by December 31, 1982, the contract shall remain in full force and effect, without change until after an impasse, as defined by P.E.R.C., has been reached.


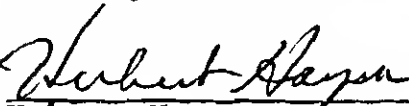
Negotiations for the substitute Agreement concerning all terms and conditions of employment, including salary, shall commence no later than July 1, 1982 upon written notice by either party.


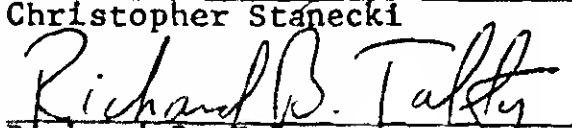
IN WITNESS of this Agreement, the parties to it have affixed their signatures this 31<sup>st</sup> day of August, 1981.

FOR THE JUDGES

  
Arthur J. Blake, A.J.S.C.

FOR THE ASSOCIATION

  
Anthony S. Casale, Jr. *per*  
  
Hubert Hayes

  
Christopher Stanecki  
  
Richard B. Talty